



October 26, 2022

**INVITATION TO BID
BL129-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified Contractors for the **Provision of Vending Services for Drink Machines on an Annual Contract** with four (4) options for renewal for Various Departments within Gwinnett County.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on November 14, 2022** at the Gwinnett County Purchasing Office, 75 Langley Drive, 2nd Floor, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcountry.com.

Questions regarding bids should be directed to Chelsey Ward, Purchasing Associate II, at chelsey.ward@gwinnettcountry.com or by calling 770-822-7788, no later than **November 7, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Chelsey Ward

Chelsey Ward
Purchasing Associate II

The following pages should be returned in duplicate as your bid:

- Bid Schedule, page 12**
- References, page 13**
- Code of Ethics, page 17**
- E-Verify Affidavit, page 18**

I. **Scope of Work**

Gwinnett County is soliciting bids from qualified Contractors to provide vending services (Drink only) for various Gwinnett County departments. The services shall be for a period of one calendar year beginning January 1, 2023 and ending December 31, 2023, with four (4) options for renewal. The County is seeking experienced Contractors who have a successful record for providing quality services of a similar size and scope. The ability to meet specifications, the quality of references, the percentage of commissions and the best overall value to the County will all be taken into consideration in determining the responsiveness of the quotes.

This contract is broken down into the following three (3) sections. All of the General Requirements apply to each Section, **UNLESS** specified otherwise.

Section A- The Department of Community Services has facilities with year round service needs and some with seasonal service requirements. Seasonal service is considered Memorial Day through Labor Day.

Section B- The Department of Corrections requires consistent service year round in the correctional facility. Security and strict control procedures are paramount.

Section C- The Department of Support Services has facilities with year round service needs.

II. **General Requirements**

Contractors are advised to read and thoroughly understand the General Requirements and Special Provisions sections prior to submitting their bids.

A. Qualifications:

1. Contractor shall provide at least three (3) complete references that illustrate a minimum of three (3) years of successful experience providing vending services for an organization of similar size through a demand services contract.
2. Contractor must be licensed to do business in the State of Georgia.

B. The Contractor shall furnish all labor, management, equipment, foods, and beverages necessary for the efficient and sanitary operation of a public beverage vending machine service. The Contractor shall deliver, install, and remove equipment as requested at no cost to the County. The County retains the right to increase, decrease, or modify existing vending locations and facilities as it deems to be in the County's best interest.

C. Ownership of each vending machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all respects. The County shall neither own nor rent or lease the machines.

D. Contractor will abide by laws, regulations, codes, and licensing requirements of local, state, and federal origin pertaining to the servicing, maintenance, and operation of a public food vending company. The Contractor shall pay all federal, state, and local taxes chargeable to the vending service.

E. Contractor must maintain and otherwise perform cleaning of all equipment. Contractor is responsible for all damages to any County property resulting from Contractor's operation. Repairs to County property will be made at the Contractor's sole expense and require prior approval by the County.

F. Beverages:

1. Bidding firms should provide in their bid submittal a full listing of all available vending products with each brand name, product type, product size or weight, and proposed pricing for each item. Bidders shall provide a detailed listing of healthier choice items with nutrition info.
2. The vending products provided shall include packaged Beverages such as bottled water, canned or bottled soft drinks, teas, and fruit juices but not necessarily in all locations.
3. The Contractor shall not provide and no vending machine shall contain alcohol or tobacco products.
4. Cold drink machines shall hold cans with pull top openers and/or plastic bottles with twist-off tops. No glass bottles shall be used for beverages.
5. All items provided through vending machines shall be in first class condition and "fresh" as determined by the County. All Beverage items shall be in packaging marked with expiration dates. Contractor shall have a restocking schedule for each machine that guarantees maintenance of fresh items. The Contractor shall refund the full purchase price to any patron who purchases an expired (out of date) beverage item.
6. The initial Beverage selections will be determined by the County and Contractor using history and forecasting, but will be subject to change according to need and/or popularity. A final list with mutually agreed upon products will be submitted to the County at the beginning of the contract period and after any agreed upon changes.
7. Gwinnett County and Contractor will agree upon a restocking plan for each location (including days of week and approximate arrival times) which may be revised based on need. The successful Contractor's schedule shall be flexible enough to provide stocking to meet supply and demand.
8. If County staff notices a machine to be mostly empty, an email will be sent to the contractor's contact person and a delivery to replenish the machine is to be done the **next business day**.
9. All advertising, signage, and menus, etc., must be approved by Gwinnett County.
10. Contractor agrees to non-damaging marketing skins to be placed along the border of machine face by County staff. Visual product detail will not be hindered.

G. Vending Machines:

1. All machines shall be of the appropriate type for the kinds of beverages being offered. All vending equipment shall be the latest or current state-of-the-art equipment.
2. Contractor agrees to provide vending machines that are a matching style and design in order to present a favorable appearance to the public.
3. Gwinnett County requires that the Contractor furnish Energy Star qualified refrigerated vending equipment. To meet Energy Star requirements, the vending machines must meet the energy consumption criteria set forth by the most current version of the Energy Star Specification and must incorporate software that can operate the vending machines in a low-power state, low power refrigeration state, or a whole machine low power state. The Contractor also shall provide snack machines that feature unlighted front panels or panels lighted by LED lamps. The Contractor shall document provision of this required equipment when services are provided.
4. Contractor must supply machines capable of accepting \$1 and \$5 bills and credit cards.

5. Contractor must supply machines capable of dispensing a variety of items, not limited to a single type of item or brand of items.
6. Machines shall be properly equipped with a non-reset table counter for recording all sales by each machine.
7. Contractor is responsible for all refunds. Successful Contractor shall provide/replenish a change fund in a minimum amount of \$10.00 at all secured locations for lost money and/or expired food. Other methods to meet this objective will be considered but require County approval. Each machine location shall provide information to the customer where malfunctions, product quality comments, and refund requests may be made.
8. Successful Contractor upon completion of installation shall provide a list of equipment and locations and certify that each unit is in proper working order.
9. Contractor shall maintain all vending machines in good working order.
10. The County reserves the right to require the Contractor to replace or remove any machine which may be unacceptable or unsafe. Vending machines must be removed within five (5) business days of notice to Contractor for contract completion/cancellation, nonpayment of commissions, for machine malfunctions not corrected within two (2) days of notification, or at the discretion of the County.

H. Contractor's Personnel and Services:

1. Contractor shall provide timely servicing of machines. Maintenance shall include regular and ongoing cleaning of each machine and the immediate area around each machine.
2. Contractor will employ staff commensurate with high standards of public service operations. The County reserves the right to have corrected or removed from assignment to the facility, any employee the County finds to be inconsistent with its standards of acceptability in the workplace.
3. Successful Contractor must supply contact information so that machine malfunctions may be reported immediately. Repairs to machines shall be made within 24 hours of a service call.

I. Pricing:

1. Items sold in the vending machines shall be priced reasonably and competitively.

Section A & B- Community Service & Corrections Pricing Requirement:

Price structures may be revised, through written request and mutual agreement to keep pace with inflation.

Section C- Support Services Pricing Requirement:

For the first year of the contract, the Contractor shall hold firm on all pricing presented in its quote submittal. In renewal years, price structures may be revised through written requests and justifications provided to the County, and the mutual agreement of the two parties to such requests. The County, however, will allow only one cost increase per year on a product item.

2. The commission rate shall remain constant regardless of whether vending prices are adjusted.

J. Commission:

1. Contractor shall pay the County a percentage of gross sales **before taxes** on all vending machines during the term of the contract. **Contractor shall state commission (percentage of sales) to be paid to Gwinnett County on attached bid schedule.**

2. Contractor shall submit the commission fee to the County within ten (10) calendar days following the conclusion of the previous monthly period.
3. Contractor must include with the commission fees a detailed report of sales by vending machines including: vendor machine location, machine number, gross sales by week, total sales amount, commission rate, and commission total. A sample report is included on page 11.
4. Contractor shall be responsible for licenses, fees, etc., and shall not deduct such from the firm fixed commission fee owed the County.
5. Contractor shall make all commission fees payable to the Gwinnett County Board of Commissioners and remit to the appropriate address (contract information will be provided after award). (Note: For Corrections Only: Commission check for staff break room should be payable to Employees Fund of Gwinnett Corrections and Commission check for the remaining areas should be payable to the Inmate Welfare Fund.)

K. Services Provided by Gwinnett County:

1. Gwinnett County will provide space and all utilities; however, the County cannot guarantee an uninterrupted supply, due to power failure, etc. The Contractor shall assume any cost of loss, due to the above.
2. All vending equipment shall operate on regular wall voltage – 110 VAC. All plugs shall be three pronged and properly grounded.
3. In the event of an emergency the County reserves the right to move any unit.
4. Cost of repairs or replacement necessary to County owned equipment, used by the Contractor will be the responsibility of the Contractor. Contractor shall be responsible for the repair/replacement or replenishment necessary to his equipment.
5. The County shall provide janitorial services for the areas in which the vending machines are installed.

L. Inspections & Audits:

1. Contractor agrees that each time vending machines are restocked, serviced, or otherwise attended by Contractor, the County and/or its designee **may** conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking.
2. Contractor agrees that on any business day the County may request the Contractor appear at the facility and open any or all vending machines and permit the County's representative to count the amount of money in the vending machines. The County will give a minimum of 4 hours' notice of each such inspection.
3. The County shall have the right to make periodic audits and inspections of Contractor's records of gross receipts at any reasonable time without notice. Such audit may include, and is not limited to, inventory control at all applicable locations, vending food service personnel accounting controls, methods of recording, checking, and reporting sales, route and internal control of cash handling, internal audit, accounting and cash collection, commission statements, etc. In addition, the County may require supplementary information as needed to perform and conclude an audit. In the event an audit suggests a discrepancy between reported receipts and actual receipts, the County will require a written statement of explanation and shall receive such reimbursement of moneys as may be due from accounting or other errors.

- M. Safety, sanitation, and maintenance of the machines is important. If, in the judgment of Gwinnett County, the Contractor fails to meet minimum quality requirements, a thirty-day written notice of probation will be issued. If, at the conclusion of this probation, the Contractor continues to fail to comply with the addressed quality standards, the Contract may be terminated for cause upon ten (10) days written notice to the Contractor.
- N. Contractor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of the County. If Contractor is adjudged bankrupt, or if a receiver is appointed to or for the Contractor, or if Contractor makes any assignment for the benefit of creditors, the County may, at its option, terminate this contract upon giving five (5) business days' notice to Contractor of the County's intent.
- O. Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.
- P. Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

III. Special Provisions

A. SECTION A- Department of Community Services

1. Contractors' access to machines varies by location. See attached list for specific times.
2. All machines are currently located in secure areas; however, there may be instances in the future where one may be required to be placed in an unsecure area. Contractors should take this into consideration as the Contractor shall be responsible for repairs and replacement of all equipment due to vandalism. Repairs and/or machine replacement must be completed in a timely manner.
3. All gates accessed by the vendor must be pulled shut and latched at all times to meet safety regulations.
4. **No gum** shall be allowed in vending machines.
5. Beverage machines in the gym must contain **water only**, no sticky liquids (vitamin water, soda, juice, energy or sports drinks [i.e. Powerade, Gatorade, etc.]).
6. In any drink vending machines, at least 2 slots must contain water. For the rest of the slots, 50% of them must be flavored water, diet drinks or 100% fruit drinks. The remainder is at the Contractor's discretion.
7. The County reserves the right to continue to phase in healthier choices, in the future so that 75% of all items in vending machines may meet nutrition standards for beverages and foods within 2 years; and 100% of all items in vending machines may meet nutrition standards for beverages and foods within 3 years.

B. SECTION B- Department of Corrections

1. Contractors' access to the Correctional Facility will be:
 - Monday through Friday: 7:00 A.M. – 4:00 P.M.
 - Access for repairs will be scheduled on an individual basis.
2. Vending machines will be placed only in areas approved by the Warden of the Department of Corrections or his designee. An initial list of these locations is provided in this quote document. Contractor shall not change the physical location of any vending machine without the prior written consent of the Warden or authorized representative.
3. Upon entering the Correctional Complex, Contractor's personnel must surrender a picture ID in exchange for a visitor ID badge. Contractor's personnel shall also submit to a search of their person and/or any container being brought into the facility. No cellphones, tools, knives, guns or other weapons of any kind shall be allowed within the facility or within vehicles parked on County property. Only tools needed for the completion of work shall be permitted within the facility and an inventory of these tools shall be taken upon entering and leaving the facility. No service personnel currently on probation or parole shall be admitted into the institution to perform any service. Please note that this requirement is necessary to provide and maintain the utmost safety to the Contractor while on the grounds of the Correctional Complex.
4. The County reserves the right to continue to phase in healthier choices, in the future so that 75% of all items in vending machines may meet nutrition standards for beverages and foods within 2 years; and 100% of all items in vending machines may meet nutrition standards for beverages and foods within 3 years.

IV. Beverage Lists

Vending machine content may vary from location to location and time to time based on popularity, costs, and the Contractor's scheduled rotations. The Contractor is not required to have all of these items at each location but should be able to provide such a variety of items if needed. The County reserves the right to request product changes in machines to match customer requests and increase sales.

1. Beverages

- Bottled Water – Aquafina, Dasani, or approved equivalent
- Soft Drinks – Both Coca Cola and Pepsi products and approved equivalents
- Teas – Products from Snapple, Lipton, Nestea or approved equivalents
- Juices – Products from Minute Maid, Ocean Spray, Welch's, Very Fine, Tropicana, or approved equivalents.
- Sports Drinks - Gatorade, Powerade, or approved equivalent

2. Healthier Choice Items

- **Juices** - Apple & Eve 100% juice, Minute Maid 100% juice, V8 100% vegetable juice, Mott's, Tropicana 100% juice, or approved equivalents.

V. Locations

The vending machine types and quantities shown are those presently in the spaces. Gwinnett County reserves the right to add and/or remove vending machines and/or locations throughout the contract.

Section A- Department of Community Services

Location	Hours of Service	Address	Drink	Water Only	Seasonal or Year Round	Secure or Unsecure Location
Best Friend Gym	1 pm - 6 pm M-F	6224 Jimmy Carter Blvd, Norcross, GA 30071		1	Y	S
Best Friend Pool	9 am - 6 pm M-F, 12 pm - 6 pm Sat	6224 Jimmy Carter Blvd, Norcross, GA 30071	2		S	S
Bethesda Park Aquatic Center	10 am - 4 pm M-F	225 Bethesda Church Rd, Lawrenceville, GA 30044	2		Y	S
Bethesda Park Senior Center	10 am - 4 pm M-F	225 Bethesda Church Rd, Lawrenceville, GA 30044	1		Y	S
Bogan Park Aquatic Center	9 am - 6 pm M-F, 12 pm - 6 pm Sat	2723 N Bogan Rd NE, Buford, GA 30519	2		Y	S
Bogan Park Community Center	10 am - 6 pm M-F	2723 N Bogan Rd NE, Buford, GA 30519	2		Y	S
Bogan Park Gym	10 am - 6 pm M-F	2723 N Bogan Rd NE, Buford, GA 30519		2	Y	S
Collins Hill Aquatic Center	9 am - 6 pm M-F, 12 pm - 6 pm Sat	2225 Collins Hill Rd, Lawrenceville, GA 30043	3		Y	S
Environmental and Heritage Center	9 am-4 pm M-F	2020 Cleanwater Dr, Buford, GA 30519	1		Y	S
George Pierce Park Community Rec. Center	10 am - 6 pm M-F	55 Buford Hwy NE, Suwanee, GA 30024	3		Y	S
Hudlow Tennis Center	10 am - 6 pm M-F	6224 Jimmy Carter Blvd, Norcross, GA 30071	1	1	Y	S
Lenora Park Gym	1 pm - 6 pm M-F	4515 Lenora Church Road, Snellville	1	1	Y	S
Lenora Park Pool	9 am - 6 pm M-F, 12 pm - 6 pm Sat	4315 Lenora Church Road, Snellville	2		S	S
Lucky Shoels Community Rec. Center	9 am - 6 pm M-F	4651 Britt Rd, Norcross, GA 30093	2		Y	S
Mountain Park Aquatic Cneter	9 am - 6 pm M-F, 12 pm - 6 pm Sat	1063 Rockbridge Rd SW, Stone Mountain, GA 30087	5		Y	S
Pinckneyville Park Community Rec. Center	9 am - 4 pm M-F	4650 Peachtree Industrial Blvd., Berkeley Lake, GA 30096	1		Y	S
Rhodes Jordan Park Community Rec. Center	10 am - 6 pm M-F	100 E Crogan St, Lawrenceville, GA 30046	2		Y	S
Rhodes Jordan Park Pool	9 am - 6 pm M-F, 12 pm - 6 pm Sat	100 E Crogan St, Lawrenceville, GA 30046	2		S	S
Shorty Howell Activity Building	10 am - 4 pm M-F	2750 Pleasant Hill Rd, Duluth, GA 30096	1		Y	S
West Gwinnett Aquatic Center	9 am - 6 pm M-F, 12 pm - 6 pm Sat	4488 Peachtree Industrial Blvd, Norcross, GA 30071	2	2	Y	S
Dacula Pool	9 am - 6 pm M-F, 12 pm - 6 pm Sat	205 Dacula Road, Dacula, GA 30019	1		S	S
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Company Name: _____

Sections B- Department of Corrections

Location	Address	Drink	Seasonal or Year Round	Secure or Unsecure Location
Dormitory I	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Dormitory K	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Dormitory L	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Dormitory M	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Dormitory N	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Employee Lounge Area	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Inmate Visitation Area	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
Department Warehouse	750 Hi-Hope Rd, Lawrenceville, GA 30043	1	Y	S
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* Depending on inmate population, a second machine may be requested in the dormitories.

Company Name: _____

Department of Support Services

Facility	Machine Location	Hours of Service	Address	Drink	Bill Changer Might be Required	Secure or Unsecure Location
Gwinnett Justice and Administration Center	Cafeteria Dining Room	7am – 6pm	75 Langley Drive, Lawrenceville, GA 30046	3	Y	S
Gwinnett Justice and Administration Center	Jury Assembly Room	7am – 6pm	75 Langley Drive, Lawrenceville, GA 30046	2	N	S
Gwinnett Justice and Administration Center	Conference Center	7am – 6pm	75 Langley Drive, Lawrenceville, GA 30046	1	N	S
Gwinnett Justice and Administration Center	ITS Break Room	8am – 5pm	75 Langley Drive, Lawrenceville, GA 30046	1	N	S
One Justice Square Building	1st Floor Break Room	8am – 5pm	446 W. Crogan St, Lawrenceville, GA 30046	1	N	S
Gwinnett Government Annex	2nd Floor	8am - 5pm	750 S. Perry St, Lawrenceville, GA 30046	1	N	S
Gwinnett County Courthouse Annex	Public Lobby Vending Area	8am- 5pm	115 Stone Mountain St, Lawrenceville, GA 30046	2	N	S
Gwinnett County Department of Water Resources Central Facility	Break Room	8am – 5pm	684 Winder Hwy, Lawrenceville, GA 30046	3	Y	S
Gwinnett County Department of Water Resources Central Facility	Shop Area	8am – 5pm	684 Winder Hwy, Lawrenceville, GA 30046	1	N	S
F. Wayne Hill Water Reclamation Facility	Break Room	8am - 3pm	3220-B Financial Center Way, Buford, GA 30519	1	N	S
Buford Human Services Center	1st Common Break Room	8am – 5pm	2755 Sawnee Avenue, Buford, GA 30518	1	N	S
Department of Transportation Central Maintenance Facility	Break Room	8am – 4pm	620 Winder Hwy, Lawrenceville, GA 30045	1	N	S
Gwinnett County Fire and Emergency Services Headquarters	Break Room	8am – 5pm	408 Hurricane Shoals Rd, Lawrenceville, GA 30046	1	N	S
Fleet Management Facility	Break Room	7am – 4pm	620 Swanson Dr, Lawrenceville, GA 30045	1	N	S
Gwinnett County Central Services Facility	Break Room	9am – 4pm	455 Grayson Hwy, Lawrenceville, GA 30046	1	N	S
Gwinnett County Fire Academy	Break Room	8am – 4pm	3608 Braselton Hwy, Buford, GA 30519	2	N	S
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Company Name: _____

SAMPLE REVENUE REPORT

ACCOUNT	Machine #	W/E 08/03/12	W/E 08/10/12	W/E 08/17/12	W/E 08/24/12	W/E 08/31/12	Sales totals	Comm. Rate	Commission Total
Best Friend Gym Snack	000518	\$161.90					\$161.90	15.00%	\$24.29
Best Friend Gym/Glass Front	000763	\$164.90					\$164.90	15.00%	\$24.74
Best Friend Tennis Snack	000521			\$140.65		\$97.00	\$237.65	15.00%	\$35.65
Best Friend Tennis Coke	000520			\$71.10		\$49.55	\$120.65	15.00%	\$18.10
Best Friend Tennis Dasani	000566			\$143.60		\$126.50	\$270.00	15.00%	\$40.60
Best Friend Pool Snack	000567	\$154.45	\$28.45				\$182.90	15.00%	\$27.44
Best Friend Pool Coke	000553	\$29.75	\$11.05				\$40.80	15.00%	\$6.12
Best Friend Pool Pepsl	000562	\$21.85	\$9.55				\$31.40	15.00%	\$4.71
Bethesda Snack	001228			\$24.75		\$31.67	\$56.42	15.00%	\$8.46
Bethesda Coke	001337			\$23.80		\$19.60	\$43.40	15.00%	\$6.51
Bethesda Pool Snack	001818	\$246.55	\$62.85	\$26.35	\$29.75	\$28.35	\$391.85	15.00%	\$58.78
Bethesda Pool Snack	001819	\$236.95	\$73.90	\$48.20	\$58.00	\$44.00	\$461.05	15.00%	\$69.16
Bethesda Pool Glassfront	001816	\$47.95	\$26.90	\$16.20	\$20.30	\$20.30	\$131.65	15.00%	\$19.75
Bethesda Pool Glassfront	001817	\$127.80	\$30.55	\$27.20	\$32.30	\$19.55	\$237.40	15.00%	\$35.61
Bogan Gym Snack	000318	\$71.90	\$61.80	\$46.50	\$52.30	\$45.10	\$277.60	15.00%	\$41.64
Bogan Gym Vitamin Water	000336		\$22.30	\$6.35	\$3.80	\$5.10	\$37.55	15.00%	\$5.63
Bogan Gym Glass Front	000346	\$28.45	\$40.25	\$41.40	\$42.30	\$42.50	\$194.90	15.00%	\$29.24
Bogan Cctr Snack	000530	\$45.25		\$62.15		\$47.80	\$155.20	15.00%	\$23.28
Bogan Cctr Coke	001766	\$19.50		\$47.45		\$40.20	\$107.15	15.00%	\$16.07
Bogan Cctr Coke	001767	\$18.05		\$18.25		\$29.75	\$66.05	15.00%	\$9.91
Bogan Pool Snack	001242	\$309.15	\$126.40		\$116.00		\$551.55	15.00%	\$82.73
Bogan Pool Coke	001108	\$93.10	\$40.55		\$62.00		\$186.65	15.00%	\$27.85
Bogan Pool Dasani	000131	\$30.80	\$18.05		\$18.55		\$67.40	15.00%	\$10.11
Collins Hill Aquatic Snack	001784	\$227.00	\$68.45	\$66.25	\$36.70	\$50.30	\$448.70	15.00%	\$67.31
Collins Hill Aquatic Coke	001278	\$45.50	\$22.30	\$34.80	\$27.45	\$12.75	\$142.80	15.00%	\$21.42
Collins Hill Aquatic Powerade	001236	\$34.85	\$2.55	\$11.75	\$6.95	\$6.80	\$61.90	15.00%	\$9.29
Collins Hill Coke Outside	001768	\$69.45	\$35.95	\$34.70	\$19.70	\$21.00	\$170.80	15.00%	\$25.62
Collins Hill Snack Outside	001117	\$164.05	\$64.80	\$58.85	\$46.75	\$43.50	\$377.95	15.00%	\$56.69
Dacula Pool Snack	000565	\$93.70	\$40.40				\$134.10	15.00%	\$20.12
Dacula Pool Coke	000564	\$38.65	\$40.45				\$79.10	15.00%	\$11.87
Dacula Pool Pepsl	000563	\$47.55	\$40.40				\$87.95	15.00%	\$13.19
George Pierce Snack	000149		\$62.80		\$35.45		\$98.25	15.00%	\$13.24
George Pierce Glassfront	000160		\$53.75		\$30.60		\$84.35	15.00%	\$12.65
George Pierce Sr Ctr Snack	000670		\$13.15		\$5.95		\$19.10	15.00%	\$2.87
George Pierce Sr Ctr Coke	000118		\$15.30		\$17.60		\$32.90	15.00%	\$4.94
Gwinnett Hist Crthse Coke	001241		\$43.95		\$31.85		\$75.80	15.00%	\$11.37
Lenora Gym Snack	001322	\$109.65		\$84.75		\$26.45	\$278.05	15.00%	\$41.71
Lenora Gym Coke	000321	\$41.90		\$57.25		\$14.10	\$135.60	15.00%	\$20.34
Lenora Gym Coke	000320	\$76.15		\$67.70		\$19.55	\$192.65	15.00%	\$28.93
Lenora Pool Snack	000081	\$240.05		\$2.65		\$29.45	\$242.60	15.00%	\$36.39
Lenora Pool Coke	000564	\$119.30		\$33.35			\$189.25	15.00%	\$28.39
Lenora Pool Coke	000555	\$70.20		\$17.35		\$36.60	\$124.15	15.00%	\$18.62
Lenora Pool Snack	001833	\$221.95		\$70.50		\$17.60	\$310.05	15.00%	\$46.51
Lucky Shoals Snack	000356	\$118.75	\$84.95	\$70.90	\$29.25	\$58.60	\$362.45	15.00%	\$54.37
Lucky Shoals Glassfront	001880	\$90.85	\$24.00	\$16.75	\$11.90	\$14.75	\$168.25	15.00%	\$23.74
Lucky Shoals Glassfront	000823	\$66.05	\$55.45	\$52.05	\$10.20	\$53.45	\$237.20	15.00%	\$35.58
Mountain Aquatic Snack Up	001334	\$192.40	\$60.10	\$19.55	\$35.25	\$24.00	\$331.30	15.00%	\$49.70
Mountain Aquatic Coke Up	000502	\$85.85	\$11.65	\$10.20	\$10.55	\$7.65	\$125.90	15.00%	\$18.89
Mountain Aquatic Snack Down	000534	\$266.40	\$115.70	\$93.70	\$21.00	\$52.35	\$569.15	15.00%	\$85.37
Mountain Aquatic Coke Down	000312	\$64.80	\$14.75	\$18.70	\$8.90	\$13.30	\$120.45	15.00%	\$18.07
Mountain Aquatic Pepsl Down	001238	\$27.60	\$18.70	\$15.75	\$14.00	\$13.15	\$89.20	15.00%	\$13.38
Mountain Aquatic Snack Out	000255	\$355.15	\$8.25	\$118.70	\$35.40	\$97.05	\$614.65	15.00%	\$92.18
Mountain Aquatic Coke Out	000525	\$79.30	\$16.75	\$18.95	\$7.45	\$16.65	\$139.10	15.00%	\$20.87
Mountain Aquatic Pepsl Out	000526	\$84.35	\$13.05	\$24.60	\$9.10	\$13.15	\$144.25	15.00%	\$21.64
Pinckneyville Snack	000517		\$36.50		\$17.85		\$54.35	15.00%	\$8.15
Pinckneyville Dasani	000516		\$39.50		\$17.15		\$56.65	15.00%	\$8.50
Rhodes Jordan Gym Snack	000511	\$66.05	\$27.40	\$46.10	\$55.10	\$40.35	\$235.00	15.00%	\$35.25
Rhodes Jordan Gym Coke	001518	\$66.60	\$13.05	\$42.60	\$69.85	\$45.05	\$227.15	15.00%	\$34.07
Rhodes Jordan Gym Pepsl	000512	\$33.55	\$11.25	\$22.30	\$20.20	\$23.95	\$111.25	15.00%	\$16.69
Rhodes Jordan Pool Snack	000638	\$344.30	\$107.30	\$48.20			\$499.80	15.00%	\$74.97
Rhodes Jordan Pool Coke	000568	\$104.30	\$30.80	\$7.65			\$142.75	15.00%	\$21.41
Rhodes Jordan Pool Pepsl	001327	\$75.10	\$23.80	\$9.10			\$108.00	15.00%	\$16.20
Rhodes Jordan Pool Powerade	000559	\$27.20	\$9.35	\$6.80			\$43.35	15.00%	\$6.50
W Gwinnett Aquatic Snack	000014	\$210.15	\$99.45	\$37.90	\$60.80	\$63.60	\$491.90	15.00%	\$73.79
W Gwinnett Aquatic Coke	000593	\$47.90	\$32.90	\$7.65	\$8.90	\$37.40	\$136.80	15.00%	\$20.52
W Gwinnett Aquatic Glassfront	001319	\$71.85	\$19.95	\$5.95	\$21.65	\$37.40	\$136.80	15.00%	\$20.52
W Gwinnett Snack out	000534	\$355.90	\$109.95	\$98.50	\$62.25	\$91.35	\$717.95	15.00%	\$107.69
W Gwinnett Vitamin	000305	\$12.95	\$5.10	\$2.65	\$5.95	\$5.10	\$31.65	15.00%	\$4.74
W Gwinnett Coke out	000307	\$115.00	\$28.00	\$20.15	\$13.60	\$23.15	\$199.90	15.00%	\$29.99
		\$6,380.60	\$2,064.50	\$2,098.95	\$1,279.80	\$1,838.42	\$13,662.27	15.00%	\$2,049.34

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN THE REJECTION OF THE BID.

BID SCHEDULE

SECTION	DESCRIPTION	COMMISSION
A	DEPARTMENT OF COMMUNITY SERVICES State commission percentage (%) of gross vending machine sales to be paid to Gwinnett County. Gross vending machine sales do not include tax.	%
B	DEPARTMENT OF CORRECTIONS State commission percentage (%) of gross vending machine sales to be paid to Gwinnett County. Gross vending machine sales do not include tax.	%
C	DEPARTMENT OF SUPPORT SERVICES State commission percentage (%) of gross vending machine sales to be paid to Gwinnett County. Gross vending machine sales do not include tax.	%

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon approval by the Board of Commissioners.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

Certification Of Non-Collusion in Bid Preparation _____
 Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Dates _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

2. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

3. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

Company Name: _____

GWINNETT COUNTY, GEORGIA LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name _____

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths

associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com



**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 201__

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL129-22

Buyer Initials: CW

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the

evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal

remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XVI. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XVII. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XVIII. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XIX. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XX. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXI. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act may be sanctioned by termination of the contract.

XXII. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXIII. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXIV. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXV. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXVI. PENDING LITIGATION

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXVII. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative

must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, [Click Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.